Adv. Aditya Shankar Navpute

ADVOCATE HIGH COURT OF BOMBAY

L.L.B., B.E. Mech., & M.B.A. Intl Business

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Sanad No. MAH/1633/2020 Adv. High Court No. I- 32357

Ref,no.3/arba/5/26

Date :25-05-2026

LEGAL NOTICE

FOR DEMAND AND COMPLIANCE

(Without prejudice)

(Whatsaap / R.P.A.D.)

To,

Noman Imdad Khan

Son of Imdad Khan

Residing Address: Bharat Nagar, Digras,
Yavatmal Maharashtra 445203

Whats App Number : **+91 - 7972465865**

Email ID : **noumanpathan46@gmail.com**

Dears,

Pursuant to the instruction from and behalf of my client, **Arbor Academy** having address at Arbor Tech Park, Tender Steps, Pre School Road, Baner, Pune – 411069 through its authorized legal co-ordinator Mr. Sunil Shukla

I do hereby serve you with the Legal Notice which has been meticulously prepared in accordance with the express instructions of my client which reflects my client's comprehensive stance on the matter at hand which is as below :-

1. My client is a reputed Information Technology services Company under the name and style of Arbor Academy at the address mentioned as stated above.

2. My client is engaged in the business of software solution and allied integrated services in Information Technology etc. that makes my client outstanding from other enterprises in the field of software solution and services.

3. My client states that you were granted an opportunity to be interviewed for a position of Team Leader at my client's organisation wherein you had applied by filling up the job application and an opportunity dossier duly published by my client on 19th of February 2026 at an official platform Naukri.com and linkedin.com.

4. On 23rd of February 2026, my client's Human Resource Department had physically interviewed you and you were selected for a position of Team Leader in my client organisation followed by the background verification and other statutory verification compliance, which my client mandatorily carries post offer letter of the candidate.

5. On 4th of March 2026, you have explicitly accepted an offer letter by affixing your signature on the acceptance letter. On the very same day you have also signed a Service Agreement offering you a job post provided you comply to the background verification and statutory compliance for a salary offered to the tune of Rs.

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7,44,000/- (Seven Lacs Forty four thousand Only) CTC (Cost to Company) per year.

6. My client states that pursuant to the said job offer my client had especially hired you to provide my client's customer the desired services after you being provided a special training at the cost of my client for a period of 12 months from the date of joining. And that you have agreed to take the desired training diligently and develop a skill and proficient in the field to provide the services to my client's customer.

7. My client states in consideration of the aforesaid training my client employed you and paid a salary as per the acceptance of offer and followed by background verification and statutory compliance and that in order to give you specialized training my client has availed resources and training programmes from the field expert wherein my client incurs 2000$ per session as the cost of the training to the employees my client.

8. My client states that the training to the employees of my client incurs a cost of 100K $ dollars for a batch of employees hired by my client and that my client has proof of which my client put in finance for the training and resources.

9. Pursuant to your joining to my client's organisation you took a leave for 5 days from 7th of April 2026 to 11th of April 2026 siting personal reason which my client had considered for your reason being cited as unavoidable personal and genuine circumstance. And to surprise to my client you again took a leave on 14th day of April 2026 without taking an approval and went on vacation with

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the ex- employee of our organisation to which my client have an evidence and thus your association with the ex-employee have resulted doubt in my client's mind that your reason being cited for a previous leave was being concocted.

10. My client states that, it is expressly being agreed through an employment agreement and you have been aware of the fact that their shall not be any leaves being permitted to be granted during the course of probation period and inspite of the fact you took a leave without taking a prior approval for the same consecutively.

11. On 14th of April 2026, my client issued you an official communication for terminating your employment and handing over the assets of my client's being in your possession given for performing official work of employment. You are in a possession of the valuables of my client which are as follows :-

    a) Mobile Phone – Xiaomi Hyper OS Redmi A4 5G 37.2/128 GB
    b) Sim Card – Vodafone Network having no.+91- 9607001165
    c) Company Identification Card.

12. The aforesaid valuables of my client are above Rs.10,000/- and it comprises of valuable confidential data of my client's organisation, having clients contact numbers, sheets in excel form, valuable documents in digital form duly saved in the memory of the mobile phone in pursuance of the official communication with my clients customer which my client had valued to the cost of Rs. 5 Lac.

13. On 18th of April 2026, my client had provided all required and desired justification through an official email communication of

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your conduct within the organisation and the copy of the communication is retained by my client. After perusal of the official communication, it clearly depicts that you have refused to provided the company assets as above provided and have refrained from complying the policies of my client's organisation and have abruptly demanded a full and final settlement salary dues from my client.

14. My client states that, they have a dedicated background verification team to know and verify the true and correct information regarding the disclosure made by the prospect employee for confirming the employment in my client organisation and in pursuance to the verification carried by my client's background verification team, it came to the notice of my client that you have abruptly forged the bank statement showing the salary of your previous employer and the email stating the aforesaid discrepancies was sent to you dated 6th of May 2026.

15. My client states that, upon the aforesaid email you have refused to provide the required justification of the discrepancies raised by my client's team and your reluctant reply to my client has drawn an attention that you have deliberately forged the bank statement showing the last salaries of your previous employer. My client has materially noticed that statement provided is forged by you and my client's background verification team was able to investigate the same when they noticed an arithmetic error in the transaction entries of the statement provided by you.

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16. My client states that they put in a lot of finance in terms of salary, cost of resources and cost incurred for training and session for their employees and if any employees with *malafide* intent joins the organisation of my client to sell the data to another companies it causes loss of opportunity of business. My client states that, they have strong suspicion that you have joined my client's organisation with *malafide* intent to cause loss to my client's organisation.

17. My client states that overall character being portrayed by you and the material against you it clearly depicts and establishes that you have joined my client's organisation only to sell the confidential information to the competitor of my client and deceive my client with a financial loss and loss of opportunity of business from my clients customer which has resulted my clients a loss to the tune of Rs. 1 Crore.

18. My client states that they have a HR Handbook Policy being implemented and is available on its official address for all the employees of my client. That you have agreed to comply with the said official policies of the company as per the service agreement you are responsible for the damages caused due to the material breach of the service agreement.

19. My client states that as per the HR Policy duly retained by my client it has become necessary to initiate a legal action at the cost of the defaulting employee for their breaches in the service agreement and material misconduct leading to the financial loss

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causing wrongful gain, wrongful loss and loss of opportunity of business to my client's organisation.

20. Your conduct of taking leaves under the pretext of false information, having association with the ex- employee of the organisation who have left the organisation with ill motives has caused a tremendous loss and damage to the reputation in providing services to the customer of my client. Therefore, my client imposes a cost cum penalty of Rs.3 Lacs INR in pursuance of causing a 1 Crore loss of business opportunity upon you.

21. My client states that on 6th of May 2026 you were sent an email to comply with the terms of the Service Agreement which you have signed in pursuance of the employment service with my client which clearly states to return the assets of my client's organisation which you have refrained from complying provided my clients make a payment of salary. My client states that in pursuance of the agreed terms of service agreement and policies of my client's organisation you are not eligible and does not fulfil any criteria or ground for payment of salary dues.

22. The act of forgery of the bank statement as aforesaid stated in order to avail the employment in my client organisation is punishable offence under Section 338 of the Bhartiya Nyaya Sanhita, 2023 which has a punishment of imprisonment of Life and the aforesaid offence is cognizable and non bailable.

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23. You refused to hand over the asset's belongings of the employment to my client as per the official communication and you are dishonestly using the belongings of my client is also a criminal offence punishable under Section 314 of the Bharatiya Nyaya Sanhita 2023.

24. My client states that you they have come to know that you have threatened my client by soliciting the false and frivolous information on social media and to the customer of my client. That you are escalating false and wrong information about the organisation of my client when you yourself have committed an offence of forgery and misappropriation of property and breached the terms of the employment.

25. My client states that he has recently come to know that you are about to join hands with the competitor of my client and which now my client has a good ground against you to recover damages from you for breaching terms of the service agreement and policies of my client organisation which my client further want to pursue against you.

26. Overall, it has brought to the notice by your conduct that you have joined the employment of my client in order to deceive my client with business loss and create a conflicting interest amongst the customers of my client.

27. In pursuance of above stated facts and information provided by my client I hereby through this legal notice warn you that overall behaviour of yours will not help you in the domain and proceed further. Therefore upon instruction of my client, I demand you to

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return the assets and valuables as stated in above clause no.11 and make the payment of Rs. 8.10 Lacs to my client for your conduct of deceiving my client as per clause no. 12 and 20 of this notice within 7 days from the acknowledgement of this Legal Notice.

28. You shall be also held liable for committing forgery and misappropriation of property and to which my client will be compelled to seek the aforesaid action against you subject that you comply with above clause 27 and thereby will be eligible to get an exit formalities and diligence done. Erstwhile my client will initiate a recovery suit against you and proceed further to take necessary criminal legal action in the eyes of law and the wrongs and misconduct on your part.

29. My client denies you providing any exit formalities in reply to your email dated 6th of May 2026 and warn you if any further illegal escalations or damaging the intellectual interest of my client will initiate further civil and criminal action for your wrongs and mis personation.

30. My client has left no other option to publish a **Public Notice at Large** for your possession of identification card and my client valuables and also your conduct of forgery and misappropriation if you fail to tender a written apology and voluntarily withdraw all the wrong deed from your end and comply to the exit formalities as stated in above clause 27. Further my client will be compelled to legally enforce the terms of the service agreement as agreed before the appropriate court of law.

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31. That the said default from your part from you have necessitated the said notice, the cost of the said notice Rs.50,000/- will also be recoverable by you which may lastly note.

Advocate

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